

**NOT SUBJECT TO RECORDATION TAX PURSUANT TO MARYLAND ANNOTATED CODE,
TAX-PROPERTY ARTICLE, SECTION 12-108(a)**

DEED OF EASEMENT

THIS DEED OF EASEMENT, made as of this _ day of _____, 20__, by and between _____, (the “**Grantor**”), and the **MARYLAND HISTORICAL TRUST**, an instrumentality of the State of Maryland (the “**MHT**”).

WHEREAS, MHT is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historic, aesthetic and cultural properties, all as is more particularly provided for by law;

WHEREAS, the real property as hereinafter described (the “**Property**”) has substantial historic, aesthetic and cultural character and this Deed of Easement (this “**Easement**”) will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character;

WHEREAS, MHT is possessed with the power and duty to accept, hold and administer this Easement;

WHEREAS, MHT has determined that this Easement is exclusively for conservation purposes.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to MHT with Special Warranty of Title this Easement in all of that certain lot or parcel of land known as the “**United States Appraisers’ Stores**” property, (**MIHP #B-4496**), located at 103 South Gay Street, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Baltimore City, State of Maryland, and which is more particularly set forth in **Exhibit B**, attached hereto and incorporated herein.

2. **Exhibit A** consists of 17 pages and includes as pages 1 and 2 a schedule and a site plan (both of which are recorded with this Easement) describing the documents, photographs of selected portions of the Property, and other things that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Easement as though recorded herewith. Grantor acknowledges that **Exhibit A** may be modified and updated upon the conclusion of the restoration of the Property.

3. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be perpetual in duration. The parties agree that it is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property enforceable by MHT and its successors, transferees and assigns with respect to the Property and against Grantor and Grantor's heirs, successors, transferees and assigns, all of whom are collectively referred to herein "MHT" and "Grantor", respectively. The Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property.

(B) Public Access. Grantor shall make the Property open to the public on a minimum of 5 days per year from 10:00 a.m. to 5:00 p.m., or the equivalent of 35 hours a year, and at other times by appointment as may be determined by Grantor.

(C) Maintenance and Administration. Grantor shall keep and maintain the Property, including the Exterior and Interior of the principal 1st floor lobby (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantor shall maintain, repair and administer the Property and the Exterior and Interior of the improvements thereon in a manner to preserve the historic, aesthetic and cultural character and appearance of the Property and the improvements thereon as shown and described in **Exhibit A**. The maintenance, repair and administration of the Property and the Exterior and Interior of the improvements thereon shall further conform to the requirements of Paragraph D below. This covenant does not require reconstruction of any improvements which are destroyed in whole or in part by casualty loss unless insurance proceeds are available for such purposes.

(D) Changes and Alterations.

(i) Without the express written consent of the Director of the Maryland Historical Trust (the "**Director**"), Grantor shall not cause, permit or suffer any construction which would alter or change the Property or the Exterior or Interior of any improvements thereon as described and depicted in **Exhibit A**, provided, however, that if damage has resulted to Exterior or Interior from casualty loss, deterioration or wear and tear, then the maintenance, repair, repainting or refinishing to correct the damage shall be permitted without such written permission of the Director, provided that such maintenance, repair, repainting or refinishing is performed in a manner that will not alter the appearance of such improvements upon conclusion of the restoration of the Property.

(ii) The terms Exterior and Interior mean the exterior and interior surfaces of an improvement on the Property including the architectural style, the general design and arrangement, the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar exterior and interior features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(iii) Without the express written consent of the Director, no building, structure, or improvement may be constructed or erected on the Property other than those

buildings, structures, or improvements which are as of the date of this Agreement located on the Property, as described and depicted in **Exhibit A**.

(E) Archeological Resources. Without the express written consent of the Director, Grantor shall not cause, permit or suffer any grading, excavation, plowing over 12 inches in depth, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground. Prior to granting such consent, the Director may require the Grantor to perform a survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the Director, the Grantor shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Director.

(F) Inspection. MHT shall have the right to enter the Property on reasonable notice to Grantor for the purpose of inspecting the Property to determine whether there is compliance by the Grantor with the terms of the Easement.

(G) Breach by Grantor. Upon any breach of the terms of the Easement by Grantor, MHT may, after reasonable notice to Grantor, exercise any or all of the following remedies:

- (i) institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction;
- (ii) demand that the Property be restored promptly to the condition required by the Easement; and
- (iii) enter upon the Property, correct any breach, and hold Grantor responsible for the resulting cost.

MHT's remedies shall be cumulative and shall be in addition to any other rights and remedies available to MHT at law or equity. If Grantor is found to have breached any of Grantor's obligations under the Easement, Grantor shall reimburse MHT for any costs or expenses incurred by MHT, including court costs and reasonable attorneys' fees.

(H) Waiver. No waiver of any term or condition of the Easement shall have any force or effect unless it be in writing and approved by the parties hereto. No failure on the part of MHT to enforce any covenant or provision herein nor the waiver of any right thereunder by MHT shall discharge or invalidate such covenant or provision of any other covenant, condition, or provision hereof, or affect the right of MHT to enforce the same in the event of a subsequent breach or default.

(I) Consent, Disapproval and Appeal. In any event where the terms of the Easement require the consent of the Director, such consent shall be requested by notice to the Director and consent shall be deemed to have been given within forty-five (45) days after receipt of

notice by the Director unless the Director gives notice to the Grantor of specific reason for disapproval. In any event where the Director gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by notice to the Director given within forty-five (45) days of receipt of notice of disapproval from the Director.

(J) Notice. Any notice required to be given by the Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, if to the Grantor, addressed to the Grantor as follows:

or to the Grantor at such other address as the Grantor may from time to time designate by notice to the Director, or, if to the MHT or the Director, addressed to the MHT or Director as follows:

Director
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032-2023

or to the MHT or the Director at such other address as the Director may from time to time designate by notice to the Grantor. Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two (2) days after the day notice has been deposited with the United States Post Office.

(K) Construction. The Easement is for the purpose of promoting and shall be construed to promote the purposes of the statutes creating and governing MHT and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property.

(L) Subsequent Conveyance. Grantor agrees that the restrictions of the Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which the Grantor's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

(M) Transfer of Ownership. The Grantor agrees for itself, its personal representatives, heirs, successors, transferees and assigns, to notify the MHT in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within forty-five (45) days of the time the transfer is consummated.

(N) Conservation Purposes. MHT agrees that it will hold this Easement exclusively for conservation purposes i.e., that it will not transfer this Easement whether or not for consideration. However, subject to the provisions of any applicable federal law, MHT may assign or transfer its interest in this Easement to a governmental unit or organization which qualifies at the time of the transfer as an eligible donee of this Easement under any pertinent provisions of federal law.

(O) Property Right. Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in the MHT, with a fair market value equal to the proportionate value that this Easement bears to the value of the Property as a whole.

(P) Governing Law. This Easement is made in, and shall be governed by, the laws of the State of Maryland.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS/ATTEST:

GRANTOR:

By: _____ (SEAL)
Name: _____
Title: _____

WITNESS:

MARYLAND HISTORICAL TRUST

By: _____ (SEAL)
Name: _____
Title: _____

Attachments:

Exhibit A Schedule and Site Plan
Exhibit B Property Description

STATE OF MARYLAND, _____ CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year 20____, before the subscriber, personally appeared _____, who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the duly authorized _____ of _____.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, _____ COUNTY, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year 20____, before the subscriber, personally appeared _____, and acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the fully authorized Director of the Maryland Historical Trust.

Notary Public

My Commission Expires: _____

Approved as to form and legal
sufficiency this ____ day of
_____, 20____.

Assistant Attorney General

CERTIFICATION

I hereby certify that this instrument has been prepared by me or under my supervision and

that I am an attorney admitted to practice before the Court of Appeals of Maryland.

_____(SEAL)

SAMPLE

**EXHIBIT A
SCHEDULE
(MIHP # B-4496)
UNITED STATES APPRAISERS' STORES
103 SOUTH GAY STREET
BALTIMORE, MARYLAND 21202**

PAGE 1 OF 17	SCHEDULE
PAGE 2 OF 17	SITE PLAN
PAGE 3 OF 17	NORTH AND WEST ELEVATIONS
PAGE 4 OF 17	DETAIL OF DOOR ON WEST ELEVATION
PAGE 5 OF 17	DETAIL OF WINDOW ON WEST ELEVATION
PAGE 6 OF 17	WEST AND SOUTH ELEVATIONS
PAGE 7 OF 17	SOUTH AND EAST ELEVATIONS
PAGE 8 OF 17	EAST AND NORTH ELEVATIONS
PAGE 9 OF 17	NORTH ELEVATION
PAGE 10 OF 17	DETAIL OF COLUMN ON NORTH ELEVATION
PAGE 11 OF 17	VIEW OF SOUTH AND EAST CORNER OF 8 TH FLOOR AND ROOF
PAGE 12 OF 17	DEATAIL OF STONE SCULPTURE ON SOUTHEAST CORNER
PAGE 13 OF 17	NORTH SIDE OF ROOF
PAGE 14 OF 17	INTERIOR: SOUTH AND WEST WALLS OF LOBBY
PAGE 15 OF 17	INTERIOR: NORTH AND EAST WALLS OF LOBBY
PAGE 16 OF 17	INTERIOR: DETAIL OF ELEVATORS ON NORTH WALL
PAGE 17 OF 17	INTERIOR: DETAIL OF DECORATIVE GRATE ON SOUTH WALL

DOE (Gift Easement)

PJD/mhd(02022012)(rev.01272015cre)

UNITED STATES APPRAISERS STORES

103 SOUTH GAY STREET

BALTIMORE CITY, MARYLAND 21202

(MIHP # B-4496)

EASEMENT EXHIBIT NO. A, PAGE 1 of 17

SCHEDULE

PREPARED: CRE 01/2012

MARYLAND HISTORICAL TRUST

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

MHT

SAMPLE

DOE (Gift Easement)

PJD/mhd(02022012)(rev.01272015cre)



UNITED STATES APPRAISERS STORES

103 SOUTH GAY STREET

BALTIMORE CITY, MARYLAND 21202

(MIHP # B-4496)

EASEMENT EXHIBIT NO. A, PAGE 2 of 17

SITE PLAN

PREPARED: CRE 01/2012

MARYLAND HISTORICAL TRUST

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

MHT

SAMPLE

EXHIBIT B
PROPERTY DESCRIPTION
(MIHP # B-4496)
UNITED STATES APPRAISERS STORES
103 SOUTH GAY STREET
BALTIMORE, MARYLAND 21202



PO Box 727, 5 South Main Street
Baltimore, Maryland 21214-0727
410-679-2000
410-685-2243 fax
www.frederickward.com

January 24, 2010
revised August 23, 2011

0.3867 Acre Parcel of Land – Appraisers Store, Surveyed for the General Services Administration, Located at 103 South Gay Street, Ward 4, Section 11, Block 1384, Lot 1 in Baltimore City, Maryland

BEGINNING for the same at a corner formed by the intersection of the south side of East Lombard Street and the west side of Frederick Street at the beginning of parcel of land conveyed by Johns Hopkins Hospital to The United States of America by a deed dated July 15, 1932 and recorded in the Land Records of Baltimore City in Liber SCL 5312 Folio 564. Said point also lies South 86° 58' 54" West 49.49 feet from a cross cut found also referenced on a plat entitled Final Subdivision Plan Lockwood Place Subdivision recorded in the Plat Records of Baltimore City in Liber F.M.C. 3745. Said Point of beginning also bears coordinates referenced to the Baltimore City Datum of South 3572.2653 and East 2157.5442. Thence, from the point of beginning and binding on the west side of Frederick Street as now surveyed;

1) South 03° 53' 30" East 100.00 feet to intersect north side Warehouse Alley and lying North 03° 53' 30" West 20.00 feet from a magnetized nail found. Thence binding on lot 3 as shown on a plat entitled Final Subdivision Plan Lockwood Place Subdivision recorded in the Plat Records of Baltimore City in Liber F.M.C. 3745 and binding on the north side of Warehouse Alley,

2) South 86° 58' 30" West 168.76 feet to intersect the east side of South Gay Street and at the end of the first course of a parcel of land conveyed by John Spears Smith to The United States of America by a deed dated June 10, 1833 recorded in the Land Records of Baltimore County in Liber TK 228 Folio 250. Thence, binding on the east side of South Gay Street and reversely on the first course of TK 228, Folio 250,

3) North 03° 33' 50" West 100.00 feet to intersect the south side of East Lombard Street (also formerly known as Waterford Street) Thence binding on East Lombard Street and reversely on the fourth course of TK 228, Folio 250 and on the fourth course of SCL 5312 Folio 564;

4) North 86° 58' 39" East 168.19 feet to the point of beginning hereof.

CONTAINING 0.3867 acres (16,846 square feet) of land, more or less.

0.3867 Acre Parcel of Land, 103 South Gay Street
January 24, 2010, revised August 23, 2011
Page 2

BEING parts of the following tracts or parcels of land conveyed to the United States of America, combined;

1) by Johns Hopkins Hospital to The United States of America by a deed dated July 15, 1932 and recorded in the Land Records of Baltimore City in Liber SCL 5312 Folio 564.

2) by John Spears Smith to The United States of America by a deed dated June 10, 1833 recorded in the Land Records of Baltimore County in Liber TK 228 Folio 250.

THIS PARTICULAR DESCRIPTION was prepared by or under the responsible charge of the undersigned Registered Land Surveyor in the State of Maryland and it was prepared in accordance with the Minimum Standards of Practice for Land Surveyors of the Annotated Code of Maryland. My current license expires April 4, 2012.


8/23/11

